

AGREEMENT TO REINSTATE AND GENERAL RELEASE IN FULL

1. For that consideration specifically set forth in subparagraphs (A) through (E) of Paragraph 2 of this Instrument and no other consideration, Richard Martinez, and his agents, heirs, successors, assigns, personal representatives, employees, and any persons or parties subrogated to his rights and any persons or parties having any rights of representation through him, (all of whom are referred to collectively as Releasor), forever release and discharge the Espanola Public School District and its respective heirs, predecessors, successors, assigns, agents, employees, employers, insurers, and all persons, firms, and attorneys, (all of whom are referred to collectively as Releasees) from any and all claims, demands, damages, suits or causes of action of any kind or nature arising out of or in any way related to any financial, mental, physical, emotional, psychological and psychiatric damages and injuries allegedly sustained by Richard Martinez as a result of any alleged wrongdoing by the Releasees, including any claims, rights of appeal of other issues arising out of Martinez's Employment with the Espanola Public School District to date.
2. The consideration for this Release is as follows:
 - A. Espanola Public School District agrees to rescind the Notice of Discharge and Notice of Termination dated April 6, 2016 and to reinstate Mr. Martinez as a certified employee of the School District in relation to his contract as a physical education teacher and to reinstate his "at will" coaching contract.
 - B. In lieu of the discharge, a disciplinary action, including five days of suspension without pay, shall be issued to Mr. Martinez. Mr. Martinez agrees that there will be no right of appeal from the disciplinary action, in other words, that it is final and he will acknowledge so in writing. In addition, if his teaching license is suspended or revoked by the New Mexico Public Education Department, Mr. Martinez agrees to take leave without pay during the period of the suspension or to resign if the license revocation becomes final.
 - C. Within the first three (3) months of reinstatement, Martinez will enroll, attend and complete a sensitivity training or similar course identified by the current superintendent. Mr. Martinez will otherwise conform his conduct as required by the disciplinary action.
 - D. Releasor shall fully release Releasees and shall forever forebear and refrain from filing any action, claim or lawsuit of any kind against

Releasees for anything related to or arising from Richard Martinez's employment.

- E. The parties, by and through their attorneys, shall take such action as may be necessary to ensure that the appeal of the termination is dismissed.
3. It is understood and agreed that this Release includes any matters related to or inherent in Mr. Martinez's employment with the Espanola Public School District including any claim, demand, action or cause of action which could have been asserted for any obligation arising out of contract, tort, statute, warranty, strict liability, attorney fees, costs as well as punitive or exemplary damages, equitable relief or otherwise.
 4. Releasor hereby acknowledges full settlement and satisfaction of all claims of any kind or character which he may have against the parties released by reason of any alleged damages, losses or injuries.
 5. Releasor further understands that Releasees, by agreeing to this compromise and settlement, do not admit any liability of any kind and that liability has at all times been denied, and that the settlement evidenced by this Instrument is a compromise to avoid potential expenses of litigation and to terminate all controversy and claim against Releasees of any nature, known or unknown, including further developments in any way growing out of or connected with the incidents or matters described more particularly in Paragraph 1 of this Instrument.
 6. Releasor expressly represents and declares that, notwithstanding the damages or injuries known at this time or which may be subsequently discovered by Releasor, compensation for all known and unknown damages sustained by Releasor as a result of the alleged incidents and events are included in the consideration paid for this Release and that no further claim can or will be made.
 7. Releasor further agrees that this Agreement to Reinstate and General Release shall be binding upon his heirs, executors, personal representatives, administrators, assigns, agents, employees, and any and all persons or entities which are or may be subrogated to the rights of the Releasor, or which may have any rights of representation through the Releasor. All agreements and understandings between the parties are embodied and expressed herein and the terms of this Release are contractual and are not a mere recital.
 8. It is understood that nothing in this release alters the terms or conditions of the coaching contract and that Mr. Martinez remains an "at will" employee pursuant to that coaching contract.

9. Releasor understands and agrees that this Agreement to Reinstate and Full Release is contractual in nature and therefore is a public record subject to public inspection under the New Mexico Inspection of Public Records Act.

RELEASOR HAS FULLY READ THE FOREGOING RELEASE AND INDEMNIFYING AGREEMENT, FULLY UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.


RICHARD MARTINEZ

STATE OF NEW MEXICO)

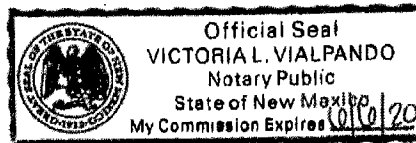
COUNTY OF Bernalillo ^{SS}

The foregoing Release in full and Indemnifying Agreement was acknowledged, subscribed, and sworn to by Richard Martinez, Releasor before me this 20th day of July, 2016, who is known to me.


NOTARY PUBLIC

My Commission Expires:

6/06/2020



NOTICE OF FINAL DISCIPLINARY ACTION

Upon reinstatement of your employment to the District, you will be immediately placed on a five-day suspension, without pay. By your signature below, you agree that the suspension without pay is a final disciplinary action and that you waive any rights of appeal or review of the disciplinary action. Your signature does not constitute an acknowledgement by you that you engaged in any misconduct, and it is understood that you deny engaging in misconduct. You further understand and agree that this Notice of Final Disciplinary Act is information concerning your employment status and may not be exempt from public inspection under the New Mexico Inspection of Public Records Act.

Signature:


Richard Martinez

Date:

7/20/16